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Arizona Corporation Commission

DOCKETED

MAR 28 2014

DOCKETED BY:

BEFORE THE ARIZONA CORPORATION COMMISSION

IN THE MATTER OF THE APPLICATION OF
VALENCIA WATER COMPANY – TOWN DIVISION
FOR THE ESTABLISHMENT OF JUST AND
REASONABLE RATES AND CHARGES FOR UTILITY
SERVICE DESIGNED TO REALIZE A REASONABLE
RATE OF RETURN ON THE FAIR VALUE OF ITS
PROPERTY THROUGHOUT THE STATE OF ARIZONA

Docket No. W-01212A-12-0309

ORIGINAL

IN THE MATTER OF THE APPLICATION OF
GLOBAL WATER – PALO VERDE UTILITIES
COMPANY FOR THE ESTABLISHMENT OF JUST AND
REASONABLE RATES AND CHARGES FOR UTILITY
SERVICE DESIGNED TO REALIZE A REASONABLE
RATE OF RETURN ON THE FAIR VALUE OF ITS
PROPERTY THROUGHOUT THE STATE OF ARIZONA

DOCKET NO. SW-20445A-12-0310

IN THE MATTER OF THE APPLICATION OF WATER
UTILITY OF NORTHERN SCOTTSDALE, INC. FOR A
RATE INCREASE

Docket Nos. W-03720A-12-0311

IN THE MATTER OF THE APPLICATION OF
WATER UTILITY OF GREATER TONOPAH FOR
THE ESTABLISHMENT OF JUST AND REASONABLE
RATES AND CHARGES FOR UTILITY SERVICE
DESIGNED TO REALIZE A REASONABLE RATE OF
RETURN ON THE FAIR VALUE OF ITS PROPERTY
THROUGHOUT THE STATE OF ARIZONA

DOCKET NO. W-02450A-12-0312

IN THE MATTER OF THE APPLICATION OF
VALENCIA WATER COMPANY – GREATER
BUCKEYE DIVISION FOR THE ESTABLISHMENT OF
JUST AND REASONABLE RATES AND CHARGES FOR
UTILITY SERVICE DESIGNED TO REALIZE A
REASONABLE RATE OF RETURN ON THE FAIR
VALUE OF ITS PROPERTY THROUGHOUT THE
STATE OF ARIZONA

DOCKET NO. W-02451A-12-0313

**NOTICE OF FILING
TERMS AND CONDITIONS TARIFF
FOR WILLOW VALLEY WATER
COMPANY, INC.**

1 IN THE MATTER OF THE APPLICATION OF
2 GLOBAL WATER – SANTA CRUZ WATER COMPANY
3 FOR THE ESTABLISHMENT OF JUST AND
4 REASONABLE RATES AND CHARGES FOR UTILITY
5 SERVICE DESIGNED TO REALIZE A REASONABLE
6 RATE OF RETURN ON THE FAIR VALUE OF ITS
7 PROPERTY THROUGHOUT THE STATE OF ARIZONA

DOCKET NO. W-20446A-12-0314

5 IN THE MATTER OF THE APPLICATION OF
6 WILLOW VALLEY WATER COMPANY FOR THE
7 ESTABLISHMENT OF JUST AND REASONABLE
8 RATES AND CHARGES FOR UTILITY SERVICE
9 DESIGNED TO REALIZE A REASONABLE RATE OF
10 RETURN ON THE FAIR VALUE OF ITS PROPERTY
11 THROUGHOUT THE STATE OF ARIZONA

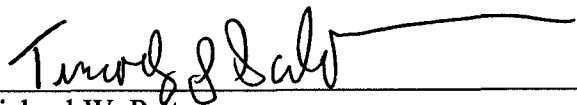
DOCKET NO. W-01732A-12-0315

**NOTICE OF FILING
TERMS AND CONDITIONS TARIFF
FOR WILLOW VALLEY WATER
COMPANY, INC.**

10 Decision No. 74364 (February 26, 2014) requires that Willow Valley Water Company, Inc.
11 (“Willow Valley”) file its Terms and Conditions Tariff, consistent with the Settlement Agreement
12 and the Decision by March 28, 2014. Accordingly, Willow Valley files its Terms and Conditions
13 Tariff.

14 RESPECTFULLY SUBMITTED this 28th day of March, 2014.

16 ROSHKA DEWULF & PATTEN, PLC

17
18 By 
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Attorneys for Global Utilities

24 Original +13 copies of the foregoing
25 filed this 28th day of March 2014, with:

26 Docket Control
27 Arizona Corporation Commission
1200 West Washington
Phoenix, AZ 85007

1 Copies of the foregoing hand-delivered/mailed
this 28th day of March 2014 to:

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By Debbie Amador

Company:
Willow Valley Water Co., Inc.

Decision No.: _____

Phone: 623-518-4000

Effective Date: _____

TERMS AND CONDITIONS OF SERVICE TARIFF

- 1.0 **Applicability.** This Terms and Conditions of Service Tariff applies to all services provided by the Company.
- 2.0 **Adoption of Rules.** For potable water service, the Company adopts the Rules of the Arizona Corporation Commission for water service (A.A.C. R14-2-401 to R14-2-411), as supplemented by this Tariff.
- 3.0 **Special provisions for non-potable water service.**
 - 3.1 **"Non-potable water service"** means the delivery of water, other than water for human consumption or recycled water.
 - 3.2 The following provisions apply to non-potable water service.
 - 3.2.1 **Establishment of service.** Establishment of non-potable water service will be in accordance with A.A.C. R14-2-403.
 - 3.2.2 **Customer information.** The Company will provide the information to non-potable water customers as required in R14-2-404.
 - 3.2.3 **Main extensions.** Main extensions for non-potable water service will be subject to the requirements of A.A.C. R14-2-406.
 - 3.2.4 **Provision of Service.** Non-potable water service will be subject to the requirements of A.A.C. R14-2-407, except that R14-2-407(E), Minimum Deliver Pressure shall not apply because non-potable water is an unpressurized service.
 - 3.2.5 **Meter reading.** Meter reading for non-potable water service will be subject to the requirements of A.A.C. R14-2-408.
 - 3.2.6 **Billing.** Billing and collection for non-potable water service will be subject to the requirements of A.A.C. R14-2-409.
 - 3.2.7 **Termination of service.** Termination of service for non-potable water service will be subject to the requirements of A.A.C. R14-2-410.

Company:
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TERMS AND CONDITIONS OF SERVICE TARIFF

4.0 **Electronic Billing.** Electronic Billing is an optional billing service whereby Customers may elect to receive, view, and pay their bills electronically. The Company may modify its Electronic Billing services from time to time. A Customer electing an electronic billing service may receive an electronic bill in lieu of a paper bill. Customers electing an electronic billing service may be required to complete additional forms and agreements. Electronic Billing may be discontinued at any time by the Company or the Customer. An Electronic Bill will be considered rendered at the time it is electronically sent to the Customer. Failure to receive bills or notices which have been properly sent by an Electronic Billing system does not prevent these bills from becoming delinquent and does not relieve the Customer of the Customer's obligations therein. Any notices which the Company is required to send to a Customer who has elected an Electronic Billing service may be sent by electronic means at the option of the Company. Except as otherwise provided in this section, all other provisions of the Company's tariffs and the Commission's Rules and Regulations are applicable to Electronic Billing. The Customer must provide the Company with a current email address for electronic bill delivery. If the Electronic Bill is electronically sent to the Customer at the email address that Customer provided to the Company, then the Electronic Bill will be considered properly sent. Further, the Customer will be responsible for updating the Company with any changes to this email address. Failure to do so will not excuse the Customer from timely paying the Company for utility service.

5.0 **Liability.**

5.1 **Water pressure for Private Fire Service and Public Fire Hydrant Service.** The Company will supply only such water at such pressures as may be available from time to time as a result of the normal operation of its water system. The Company does not guarantee a specific water pressure or gallons per minute flow rate at any public fire hydrant or private fire service. In the event service is interrupted or irregular or defective or fails from causes beyond the Company's control or through ordinary negligence of its employees or agents, the Company will not be liable for any injuries or damages arising therefrom. Ratepayers shall not be required to reimburse through rates, damages from the acts or omissions of the Company, its principals, agents or employees.

Company:
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TERMS AND CONDITIONS OF SERVICE TARIFF

- 5.2 **Limitation of Company responsibility.** The Company does not assume the responsibility of inspecting or maintaining any customer's piping or apparatus and will not be responsible therefor; however, the Company reserves the right to refuse water service unless the customer's piping or apparatus is installed in such manner as to prevent cross connections or backflow into the Company's system in compliance with the Company's Cross-Connection/Backflow Tariff as approved by the Commission.
- 5.3 **Third party claims.** Company will not be responsible for any third-party claims against Company that arise from Customer's use of Company's utility service unless such claims are caused by the Company's willful misconduct or gross negligence.
- 5.4 **Indemnity.** Customer will indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against all claims (including, without limitation, claims for damages to any business or property, or injury to, or death of, any person) arising out of any wrongful act or negligent omission of the Customer, or the Customer's agents, in connection with the Company's service or facilities.
- 5.5 **Limitation of damages.** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under the Company's tariff (calculated on a proportionate basis where appropriate) to the period during which the error, mistake, omission, interruption or delay occurs, except if such damages are caused by the Company's willful misconduct or gross negligence.

Company:
Willow Valley Water Co., Inc.

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TERMS AND CONDITIONS OF SERVICE TARIFF

- 5.6 **Incidental, indirect, special, or consequential damages.** In no event will the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 5.7 **Interference with Company facilities.** The Company will not be responsible in any occasion for any loss or damage caused by the negligence or wrongful act of the Customer or any of his agents, employees or licensees in installing, maintaining, using, operating or interfering with any Company facilities.

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